

Kathleen Sullivan (SBN 242261)  
kathleensullivan@quinnemanuel.com  
QUINN EMANUEL URQUHART &  
SULLIVAN LLP  
51 Madison Avenue, 22<sup>nd</sup> Floor  
New York, NY 10010  
Telephone: (212) 849-7000  
Facsimile: (212) 849-7100

Sean S. Pak (SBN 219032)  
seanpak@quinnemanuel.com  
Amy H. Candido (SBN 237829)  
amycandido@quinnemanuel.com  
John M. Neukom (SBN 275887)  
johnneukom@quinnemanuel.com.  
QUINN EMANUEL URQUHART &  
SULLIVAN LLP  
50 California Street, 22<sup>nd</sup> Floor  
San Francisco, CA 94111  
Telephone: (415) 875-6600  
Facsimile: (415) 875-6700

Mark Tung (SBN 245782)  
marktung@quinnemanuel.com  
QUINN EMANUEL URQUHART &  
SULLIVAN LLP  
555 Twin Dolphin Drive, 5<sup>th</sup> Floor  
Redwood Shores, CA 94065  
Telephone: (650) 801-5000  
Facsimile: (650) 801-5100

*Attorneys for Plaintiff Cisco Systems, Inc.*

Steven Cherny (*admitted pro hac vice*)  
steven.cherny@kirkland.com  
KIRKLAND & ELLIS LLP  
601 Lexington Avenue  
New York, New York 10022  
Telephone: (212) 446-4800  
Facsimile: (212) 446-4900

Adam R. Alper (SBN 196834)  
adam.alper@kirkland.com  
KIRKLAND & ELLIS LLP  
555 California Street  
San Francisco, California 94104  
Telephone: (415) 439-1400  
Facsimile: (415) 439-1500

Michael W. De Vries (SBN 211001)  
michael.devries@kirkland.com  
KIRKLAND & ELLIS LLP  
333 South Hope Street  
Los Angeles, California 90071  
Telephone: (213) 680-8400  
Facsimile: (213) 680-8500

**UNITED STATES DISTRICT COURT**

**NORTHERN DISTRICT OF CALIFORNIA, SAN JOSE DIVISION**

CISCO SYSTEMS, INC.,

Plaintiff,

vs.

ARISTA NETWORKS, INC.,

Defendant.

CASE NO. 5:14-cv-5344-BLF (NC)

**DECLARATION OF SARA E. JENKINS  
IN SUPPORT OF ARISTA'S  
ADMINISTRATIVE MOTION TO FILE  
UNDER SEAL CONFIDENTIAL  
INFORMATION IN ARISTA'S  
MOTION TO STRIKE EXPERT  
OPINIONS AND TESTIMONY OF  
DR. KEVIN C. ALMEROTH**

**DECLARATION OF SARA E. JENKINS**

I, Sara E. Jenkins, declare as follows:

1. I am an attorney licensed to practice in the State of California and am admitted to practice before this Court. I am an associate with the law firm Quinn Emanuel Urquhart & Sullivan, LLP, counsel for Plaintiff Cisco Systems, Inc. (“Cisco”). I have personal knowledge of the matters set forth in this Declaration, and if called as a witness I would testify competently to those matters.

2. I make this declaration in support of Arista Networks, Inc.’s (“Arista”) Administrative Motion to File Under Seal Confidential Information and Documents Submitted with Arista’s Motion to Strike Expert Opinions and Testimony of Dr. Kevin C. Almeroth. Dkt. 419. I make this declaration in accordance with Civil Local Rule 79-5(e).

3. As a motion to strike expert testimony, Arista’s motion is non-dispositive. In this context, materials may be sealed so long as the party seeking sealing makes a “particularized showing” under the “good cause” standard of Federal Rule of Civil Procedure 26(c). *Kamkana v. City and Cnty. of Honolulu*, 447 F.3d 1172, 1180 (9th Cir. 2006) (quoting *Foltz v. State Farm Mutual Auto Insurance Co.*, 331 F.3d 1122, 1138 (9th Cir. 2003)). In addition, Civil Local Rule 79-5 requires that a party seeking sealing “establish[] that the document, or portions thereof, are privileged, protectable as a trade secret or otherwise entitled to protection under the law” ( *i.e.*, that the document is “sealable”). Civil L.R. 79-5(b). The sealing request must also “be narrowly tailored to seek sealing only of sealable material.” *Id.*

4. Pursuant to Civil L.R. 79-5(e), good cause exists to seal the portions of the documents identified below because the information sought to be sealed reflects confidential information that “give[s] [Cisco] an opportunity to obtain an advantage over competitors who do not know or use it.” *In re Elec. Arts, Inc.*, 298 F. App’x 568, 569 (9th Cir. 2008) (quoting *Restatement of Torts* § 757, cmt b).

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DECLARATION OF SARA E. JENKINS IN SUPPORT OF  
ARISTA’S ADMINISTRATIVE MOTION TO FILE UNDER SEAL

1           **5.**       Exhibit 1 to the to the Declaration of Ryan Wong in Support of Arista's Motion to  
2 Strike Expert Opinions and Testimony of Dr. Kevin C. Almeroth ("Wong Declaration") is a copy  
3 of excerpts from the Opening Expert Report of Dr. Kevin Almeroth Regarding Copying, dated  
4 June 3, 2016. This report contains information that was designated by Cisco in this matter as  
5 "Highly Confidential – Attorneys' Eyes Only" under the Protective Order. Specifically, Cisco  
6 seeks to seal paragraphs 83-86, 118, 119 and "Copying Exhibit 6" which is on pages 437-661 of  
7 the pdf file. These portions of this exhibit contain confidential information about Cisco's  
8 technology, including Cisco's confidential source code. Disclosure of this information would  
9 harm Cisco's business by, *inter alia*, allowing Cisco's competitors to learn of Cisco's confidential  
10 technology and source code. This would "harm [Cisco's] competitive standing." *Nixon v. Warner*  
11 *Commc'ns, Inc.*, 435 U.S. 589, 598 (1978).

12           **6.**       Exhibit 3 to the to the Wong Declaration is a copy of excerpts of the deposition  
13 transcript of Dr. Kevin C. Almeroth, taken June 28, 2016, which was designated by Cisco as  
14 "Highly Confidential – Attorneys' Eyes Only" under the Protective Order. Cisco seeks to seal  
15 289:21-291:14. This portion of deposition testimony includes confidential information about  
16 Cisco's technology. Disclosure of this information to Cisco's competitors would "harm [Cisco's]  
17 competitive standing." *Nixon v. Warner Commc'ns, Inc.*, 435 U.S. 589, 598 (1978).

18           **7.**       Exhibit 4 to the Wong Declaration is a copy of an excerpt of Cisco's Supplemental  
19 Objections and Responses to Defendant Arista's Interrogatory No. 2, dated May 27, 2016 which  
20 was designated by Cisco as "Highly Confidential – Attorneys' Eyes Only" under the Protective  
21 Order. This exhibit contains confidential information about Cisco's technology, including Cisco's  
22 confidential source code. Disclosure of this information would harm Cisco's business by, *inter*  
23 *alia*, allowing Cisco's competitors to learn of Cisco's confidential technology and source code.  
24 This would "harm [Cisco's] competitive standing." *Nixon v. Warner Commc'ns, Inc.*, 435 U.S.  
25 589, 598 (1978).

